

# **EXHIBIT C**

MARSH & MCLENNAN, INC.		NIL	19-81
COMMERCIAL CASUALTY POLICY			
1.	INSURANCE PREFIX		POLICY NUMBER
	CCP		<b>2483440</b>
AMERICAN RAILROADS Member & Joint Town, County & RAIL			
BURLINGTON NORTHERN, INC. ST. PAUL, MINNESOTA			
BUSINESS OF INSURED: RAILROAD			
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> OTHER			
2.	Policy Period: 6-30-81	To 6-30-84	ADV. AM. STANDARD TERM BY THE ADDRESSES OF THE SALARIED AS STATED BELOW
3. Audit Period: Annual, unless otherwise stated.			
4. The insurance afforded is only with respect to the following Coverage Part(s) indicated by specific premium charged.			
ADVANCE PREMIUMS		COVERAGE PART(S)	
3		Comprehensive General Liability Insurance	
1		Comprehensive Automobile Liability Insurance	
1		Automobile Medical Payments Insurance	
3		Uninsured Motorists Insurance	
3		Automobile Physical Damage Insurance	
3		Contractual Liability Insurance	
3		Manufacturers' and Contractors' Liability Insurance	
3		Owners', Landlords' and Tenants' Liability Insurance	
5. Form numbers of endorsements attached to insurance include:			
INCL. IN COMPOSITE		Total Advance Premium for this policy.	
		C-39022-A	
6. If Policy Period were less than one year:			
1		Gross Premium \$	
Premium in premium		Discount \$	
1		Net Premium	
On effective date of Policy		1st Anniversary	
		2nd Anniversary	
7. This declaration page is issued in conjunction with and forms a part of an insurance policy which is completed with the addition of the coverage part(s) indicated above by an advance premium and if any, by additional declarations, schedules, and endorsements. Such Coverage Part(s), and if any, additional declarations, schedules and endorsements, disclose all hazards insured herunder known to exist at the effective date of this policy, unless otherwise stated herein.			
8. During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.			

"ASSURANCE OF AN ENTRY MEANS "NO EXCEPTION".  
IN WITNESS WHEREOF, The Company designated on this declaration page has executed and effected these presents; but this policy shall not be valid unless countersigned by the duly authorized agent of the Company or the agency hereinbefore mentioned.

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EXHIBIT

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EXPERIENCE RECORDED			RETROSPECTIVE		
NAME - PART.	PART	DATE	LEADER	MOD	COMM.
LOSS LIMIT		11. 6. 82			
GRAND TOTAL	95.6	AMT 34			
LOSS LIMIT		AMT 34			
EXHIBIT	COMPOSITION	PER			
ENR.	100	ELEV.	100	100	0
DEBT	100	PER	100	100	0
URBAN INVESTORS	100	PER	100	100	0

Aug 40/08

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Fr. Attachment to Policy No. CGP 248 3440

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**OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE  
COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR**

### ANSWERING DISCUSSIONS

Designation of Contractor: **W. R. GRACE & CO., ZONOLITE DIVISION**  
Mailing Address (other than above): **1114 AVENUE OF THE AMERICAS**  
**NEW YORK, NEW YORK**

**Location of Covered Operations (enter below)**

**LIBBY, MONTANA** **Check here if the following provision is applicable: The person or organization designated above as the Contractor has undertaken to pay the premium for this policy and shall be entitled to receive any refund provisions, if any, which may become payable under the terms of this policy.**

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Coverage	LIMITS OF LIABILITY	
	EACH OCCURRENCE	AGGREGATE
4-Bodily Injury Liability	\$ 500,000.	\$ 500,000.
5-Property Damage Liability	\$ 500,000.	\$ 500,000.

#### What would be a reasonable budget?

**"cost"** means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with such specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all taxes, allowances, bonuses or compensation paid, paid or due.

#### 4. CHARTER OF HUMAN RIGHTS AND DUTIES

#### EXERCISE 1—COMPARING INCOME TAXES

The company will pay on behalf of the insured all sums which the insured shall become lawfully entitled to pay as damages because of

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to which this policy applies, caused by an occurrence and arising out of (1) operations performed for the named insured by the contractor designated in the description of the location designated Works or (2) acts or omissions of the named insured in connection with his general supervision of such operations, and the company shall have the right and duty to defend any suit against the named insured damages or expenses of such liability by reason of property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit, as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### Exclusives

- (b) to liability assumed by the Insured under any contract or agreement except an insurance contract; but this exclusion does not apply to a warranty that work performed by the designated contractor will be done in a workmanlike manner;
- (c) to bodily injury or property damage occurring after:
  - (1) all work on the project (other than service, maintenance or repair) to be performed by or on behalf of the named Insured at the site of the covered operations has been completed or
  - (2) that portion of the designated contractor's work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations by a principal as a part of the same project;
- (d) to bodily injury or property damage arising out of any act or omission of the named Insured or any of his employees, other than general supervision of work performed for the named Insured by the designated contractor;
- (e) to any obligation for which the Insured or any carrier on his behalf may be held liable under any workers' compensation, unemployment compensation, or disability benefits law, or under any similar law;
- (f) to bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or by any obligation of the Insured to indemnify another because of damages arising out of such injury, but not to the extent of the amount of such obligation.

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This exclusion does not apply to liability assumed by the insured under an individual contract:

- (b) to property damage to:
  - (i) property owned or occupied by or rented to the insured,
  - (ii) property used by the insured,
  - (iii) property in the care, custody or control of the insured or as to which the insured is for any purpose acting as physical control, or
  - (iv) work performed for the interest of the designated contractor;
- (c) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (i) liability assumed by the insured under an individual contract, or (ii) expenses for first aid under the Supplementary Payments provision of the policy;
- (d) to bodily injury or property damage arising out of (i) the ownership, maintenance, operation, use, leasing or advertising of any mobile equipment while being used in any programmed or organized racing, speed or demolition contest or in any similar activity or in practice or preparation for any such contest or activity or (ii) the operation or use of any snowmobile or trailer designed for use thereon;
- (e) to bodily injury or property damage resulting out of the discharge, dispersal, release or escape of smoke, vapor, dust, fumes, smoke, acids, basic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (f) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
  - (i) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (ii) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, strength or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured.

#### **II. PERSONS INSURED**

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;

- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partner or joint venture so designated and any partner or member thereof, if only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such; and
- (d) any person other than an employee of the named insured or organization while acting as real estate manager for the named insured.

#### **III. LIMITS OF LIABILITY**

Regardless of the number of (i) insureds under this policy, (ii) persons or organizations who sustain bodily injury or property damage, or (iii) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

**Coverage A**—The total liability of the company for all damages, including damages for care and keep services, because of bodily injury sustained by one or more persons to the result of any one occurrence, shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

**Coverage B**—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations to the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate". If more than one project is designated in the schedule, such aggregate limit shall apply separately with respect to each project.

**Coverages A and B**—For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### **IV. ADDITIONAL DEFINITIONS**

When used in reference to this insurance including endorsements forming a part of the policy:

"Work" includes materials, parts and equipment furnished in connection therewith.

#### **V. POLICY TERRITORY**

This policy applies only to bodily injury or property damage which occurs within the policy territory.

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